

**JOINT USE AGREEMENT  
BETWEEN  
THE CITY OF JACKSONVILLE, FLORIDA  
AND  
THE POTTER’S HOUSE CHRISTIAN FELLOWSHIP, INC.**

THIS JOINT USE AGREEMENT (the “**Agreement**”) is made and entered into on this \_\_\_ day of \_\_\_\_\_, 2020 (the “**Effective Date**”), by and between the **CITY OF JACKSONVILLE, FLORIDA**, a consolidated political subdivision and municipal corporation existing under the laws of the State of Florida (the “**City**”), and **THE POTTER’S HOUSE CHRISTIAN FELLOWSHIP, INC.**, a Florida not-for-profit corporation (“**Recipient**”).

**RECITALS**

WHEREAS, pursuant to Ordinance 2020-\_\_\_-E the City has made certain funds available to Recipient for reimbursement of the costs to install a new all-weather coating and other associated improvements on an outdoor sports court (the “**Sports Court**”) on Recipient’s properties located at 5731 and 5732 Normandy Boulevard, Jacksonville, Florida 32205 (collectively, the “**Premises**”) as more particularly described in **Exhibit A**, attached hereto and made a part hereof; and

WHEREAS, in consideration of the City’s generous appropriation, Recipient has agreed to allow the City and citizens of Jacksonville to use the Sports Court and to provide certain programming on the Sports Court in accordance with **Exhibit B**, attached hereto (the “**Program**”), and the terms and conditions outlined herein.

NOW, THEREFORE, in consideration of the mutual promises herein contained, and for other good and valuable consideration, the parties agree as follows:

1. Recitals. The foregoing recitals are true and correct and are incorporated herein by this reference.
2. Term. Upon the terms and conditions hereof, Recipient and City agree to joint use of the Sports Court for a term beginning on the Effective Date and ending ten (10) years thereafter (the “**Term**”).
3. Maximum Indebtedness. As required by Section 106.431, *Jacksonville Ordinance Code*, the City’s maximum indebtedness under this Contract shall be a fixed monetary amount not-to-exceed **FIFTY THOUSAND NINE HUNDRED FIFTY-TWO AND 25/100 DOLLARS (\$50,952.25)**. The City’s obligation to make payment is contingent upon availability of lawfully appropriated funds.
4. Compensation.
  - (a) The City will compensate Recipient on a reimbursement basis for the purchase of materials and labor for installation of new black top surfacing and associated improvements to the Sports Court by FLEX COURT Athletics in accordance with the Estimate attached hereto

as **Exhibit C** (the “**Project**”), which is incorporated herein by reference. Recipient shall spend the funding provided by the City for the Project as outlined in **Exhibit C** and for no other purpose. Expenditure of the funds on any other matter other than as expressly outlined herein shall be a material breach and default of this Agreement and shall require reimbursement of all City funding provided hereunder upon demand therefor.

(b) The City’s contribution shall be on a “cost for reimbursement” basis. Payments will be made within forty-five (45) days of Recipient’s submittal to the City of documentation, including bills, invoices and other documents satisfactory to the City’s General Accounting Division in its reasonable discretion to justify withdrawal or reimbursement payment to Recipient. A further condition precedent for payment by the City shall be a visual inspection by a City representative to confirm the Project was constructed and installed as described in **Exhibit C** and as represented by Recipient.

5. Use and Possession.

(a) Use. It is understood that the Sports Court is to be used by the City and public in accordance with **Exhibit B**, attached hereto and incorporated herein by this reference, and Recipient’s posted rules and regulations as may be amended from time to time.

(b) Non-Discrimination. Recipient and the City shall not discriminate against any person on the basis of race, creed, color, sex, religion, national origin, age, marital status or disability in the use of the Sports Court.

6. City Representative. The City’s Parks, Recreation and Community Services Department (the “**Department**”) shall be responsible for overseeing, administering and implementing this Agreement. The Director of the Department has designed the Department’s Chief of the Recreation and Community Programming Division to act as the Department’s point of contact for the purposes of this Agreement (the “**Department Representative**”).

7. Accounting/Report. Recipient shall provide the Department and the City Council Auditor with a full accounting/report of the expenditure of the funds received pursuant to this Agreement. Such accounting/report shall be on forms approved by the Council Auditor and shall include, but not be limited to, copies of all documents, invoices, and checks in Recipient’s possession related to this Agreement. Such accounting/report shall be submitted within five (5) days of Project completion.

8. Notices. For the purpose of notice or demand, the respective parties shall be serviced in writing either by personal delivery, by guaranteed overnight delivery service or by certified mail, return receipt requested, posted prepaid, addressed to the following:

To the City:

City of Jacksonville  
Parks, Recreation and Community Services Dept.  
214 North Hogan Street, 4<sup>th</sup> Floor  
Jacksonville, Florida 32202

Attn: Director

*With a required copy which  
shall not constitute notice to:*

Office of General Counsel  
117 W. Duval Street, Suite 480  
Jacksonville, Florida 32202  
Attn: Government Operations

To Recipient:

The Potter's House Christian Fellowship, Inc.  
5119 Normandy Blvd  
Jacksonville, Florida 32205  
Attn: Vaughn McLaughlin, President & CEO

Notice given by personal delivery or guaranteed overnight delivery shall be deemed received when receipt is acknowledged or delivery refused by the intended recipient, or on the third business day following depositing of same in the U.S. Mail in the case of notice by certified mail.

9. Laws, Ordinances and Regulations. The Recipient, at its sole expense, hereby covenants and agrees to comply with all applicable federal, state and local laws, rules, ordinances and regulations. Recipient's covenant to comply also applies to any maintenance, repair, replacement, alteration, construction, improvement or other change to the Sports Court required by law or permit issued by any authority having jurisdiction. Recipient shall not make or permit any unlawful, improper or offensive use of the Sports Court or any use or occupancy thereof contrary to federal, state or local laws now or hereafter made.
10. Maintenance. Recipient shall, at Recipient's sole cost and expense, maintain the Sports Court and any associated improvements in good condition and repair. The City shall have no maintenance or repair responsibilities with regard to the Sports Court or any other portion of, or improvement to, the Premises.
11. Assignment. The City shall not transfer, hypothecate, mortgage, pledge, assign or convey its interest in this Agreement or its usage rights hereunder. Recipient shall not transfer, hypothecate, mortgage, pledge, assign or convey its interest in this Agreement without the prior written consent of the City. Provided however, the parties agree that Recipient's maintenance obligations hereunder may be contracted to a third party. In such event, Recipient shall require the contractor to comply with all applicable provisions of this Agreement.
12. Indemnity and Insurance.
  - (a) Recipient's Indemnity. Recipient shall indemnify, hold harmless and defend the City in accordance with the provisions outlined in **Exhibit C**, attached hereto and incorporated herein.

- (b) Insurance Required of Recipient. Recipient shall procure and maintain, at its sole cost and expense, during the Agreement Term, insurance of the types and in the minimum amounts identified in **Exhibit D**, attached hereto and made a part hereof.
13. Access and Operation. The public shall have access to the Sports Court in accordance with the hours and programming outlined in **Exhibit B**.
14. Right to Terminate. Notwithstanding any contrary provision contained in this Agreement, the City hereby retains an absolute right to terminate this Agreement, with or without cause, upon giving sixty (60) days' written notice to Recipient. Recipient understands and agrees that as consideration for the City's funding contribution provided pursuant to this Agreement and the associated ordinance appropriating said funding, Recipient shall not have a reciprocal right to terminate this Agreement without cause.
15. Waiver of Defaults. The waiver by either party of any breach of this Agreement by the other party shall not be construed as a waiver of any additional or subsequent breach of any duty or covenant imposed by this Agreement.
16. Successors and Assigns. Subject to the provisions of Section 11, this Agreement shall bind and inure to the benefit of the successors, heirs and assigns of the parties hereto; provided that Recipient shall not assign this Agreement without the prior written consent of the City, which consent may be withheld in the City's sole discretion.
17. Entire Agreement. It is agreed between the parties that neither Recipient nor City nor any of their agents have made any statements, promises or agreements, verbally or in writing, in conflict with the terms of this Agreement. Any and all representations by either of the parties or their agents made during negotiations prior to the execution of this Agreement and which representations are not contained in the provisions hereof shall not be binding upon either of the parties hereto. It is further agreed that this Agreement contains the entire agreement between the parties regarding the joint use of the Sports Court.
18. Construction of Language. Words of any gender used in this Agreement shall be held to include any other gender, and words in the singular number shall be held to include the plural when the sense requires. The paragraph headings and titles are not a part of this Agreement and shall have no effect upon the construction or interpretation of any part hereof.
19. Modification. No modification, alteration or amendment to this Agreement shall be binding unless in writing and executed by the parties hereto.
20. Provisions Severable. If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement or the application of such term or provision to persons or circumstances other than those to which it is held invalid or unenforceable shall not be affected thereby and each term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

21. Law and Venue. This Agreement shall be enforced in accordance with the laws of the State of Florida. Venue for the purposes of any action arising out of or relating to this Agreement shall like solely and exclusively in the courts located in Duval County, Florida.
22. Execution; Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and any of which shall be deemed to be complete in itself and may be introduced into evidence or used for any purpose without the production of the other counterparts. No modification or amendment of this Agreement shall be binding upon the parties unless such modification or amendment is in writing and signed by Recipient and City.
23. Defaults. For any defaults by Recipient in the performance of any of its obligations hereunder, the City shall provide written notice to Recipient of such default and Recipient will have thirty (30) days from receipt of such notice to cure such default. If Recipient fails to cure any such default within such thirty (30) day period the City shall be entitled to pursue all of its available legal remedies, including without limitation an action for specific performance and/or damages. Any failure by the City to give notice of any default shall not prevent the City from giving notice of any subsequent default.
24. Non-Discrimination. In conformity with the requirements of Section 126.404, *Ordinance Code*, Recipient represents that it has adopted and will maintain a policy of non-discrimination against employees or applicants for employment on account of race, religion, sex, color, national origin, age, or handicap in all areas of employment relations throughout the term of this Contract. Recipient agrees that on written request it will permit reasonable access to its records of employment, employment advertisement, application forms, and other pertinent data and records by the Executive Director of the Community Relations Commission or successor agency or commission for the purpose of investigation to ascertain compliance with the non-discrimination provisions of this Contract; *provided however*, that Recipient shall not be required to produce for inspection records covering periods of time more than one (1) year prior to the day and year first above written. Recipient agrees that if any of the services to be provided pursuant to this Contract are to be performed by a contractor or subcontractor, the provisions of this Section shall be incorporated into and become a part of the subcontract.
25. Independent Contractor. In the performance of this Contract, Recipient shall be acting in the capacity of an independent contractor and not as an agent, employee, partner, joint venture, or associate of the City. Recipient shall be solely responsible for the means, methods, techniques, sequences, and procedures utilized in the full performance of this Contract.
26. Public Records. In accordance with Section 119.0701, Florida Statutes, Recipient shall:
  - (a) Keep and maintain public records required by the City to perform the service; and
  - (b) Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow records to be inspected or copied within a reasonable time

at a cost that does not exceed the cost provided for in Chapter 119, Florida Statutes, or as otherwise provided by law; and

- (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of this Contract if Recipient does not transfer the records to the City; and
- (d) Upon completion of this Contract, transfer to the City at no cost all public records in possession of Recipient or keep and maintain public records required by the City to perform the service. If Recipient transfers all public records to the City upon completion of this Contract, Recipient shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Recipient keeps and maintains public records upon completion of this Contract, Recipient shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City upon request from the City's custodian of public records in a format that is compatible with the City's information technology systems.

The above requirements apply to Recipient only if Recipient is a "Contractor" as defined in Section, 119.0701, Florida Statutes.

**IF RECIPIENT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO RECIPIENT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CITY OF JACKSONVILLE'S CUSTODIAN OF PUBLIC RECORDS AT (904) 630-7678; PRR@COJ.NET; CITY OF JACKSONVILLE, PUBLIC RECORDS REQUEST, 214 N. HOGAN STREET, SUITE 1180, JACKSONVILLE, FLORIDA 32202.**

27. City Council Approval. This Agreement is expressly conditioned upon the approval of the City Council of Jacksonville, Florida.

**[Remainder of page intentionally left blank. Signature pages to follow.]**

**IN WITNESS WHEREOF**, the City and Recipient have caused this Agreement to be duly executed as of the date first above written.

Signed, sealed and delivered  
in the presence of:

**THE POTTER’S HOUSE CHRISTIAN  
FELLOWSHIP, INC.**, a Florida not-for-  
profit corporation

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

By: \_\_\_\_\_  
Vaughn McLaughlin, President & CEO

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

STATE OF FLORIDA  
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization this \_\_\_\_ day of \_\_\_\_\_, 2020, by Vaughn McLaughlin, as President and CEO of The Potter’s House Christian Fellowship, Inc., a Florida not-for-profit corporation, on behalf of the corporation, who  is personally known to me or who  produced the following identification \_\_\_\_\_.

{NOTARY SEAL}

\_\_\_\_\_  
Notary Public, State of Florida  
Print Name: \_\_\_\_\_  
Commission No. \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

**[City of Jacksonville, Florida signature follows.]**

**ATTEST:**

**CITY OF JACKSONVILLE**, a Florida  
municipal corporation

By: \_\_\_\_\_  
James R. McCain, Jr.,  
Corporation Secretary

By: \_\_\_\_\_  
Lenny Curry, Mayor

STATE OF FLORIDA  
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me by means of  physical presence  
or  online notarization this \_\_\_\_\_ day of \_\_\_\_\_, 2020, by \_\_\_\_\_  
\_\_\_\_\_, for and on behalf of Mayor Lenny Curry, as  
aforesaid, and James R. McCain, Jr., as Corporation Secretary, on behalf of the City of  
Jacksonville, a Florida municipal corporation, who are personally known to me.

{NOTARY SEAL }

\_\_\_\_\_  
Notary Public, State of Florida  
Print Name: \_\_\_\_\_  
Commission No. \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

Encumbrance and funding information for internal City use:

Account or PO Number:

Amount.....\$50,952.25

This above stated amount is the maximum fixed monetary amount of the foregoing contract. It shall not be  
encumbered by the foregoing contract. It shall be encumbered by one (1) or more subsequently issued  
purchase orders(s) that must reference the foregoing contract. All financial examinations and funds control  
checking will be made at the time such purchase order(s) are issued.

In accordance with Section 24.103(e), of the City of Jacksonville *Ordinance Code*, I do hereby certify that  
there is an unexpended, unencumbered and unimpounded balance in the appropriation sufficient to cover  
the foregoing agreement; provided however, this certification is not nor shall it be interpreted as an  
encumbrance of funding under this contract. Actual encumbrance(s) shall be made by subsequent purchase  
order(s).

\_\_\_\_\_  
Director of Finance  
City Contract # \_\_\_\_\_

FORM APPROVED:

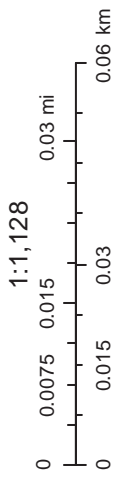
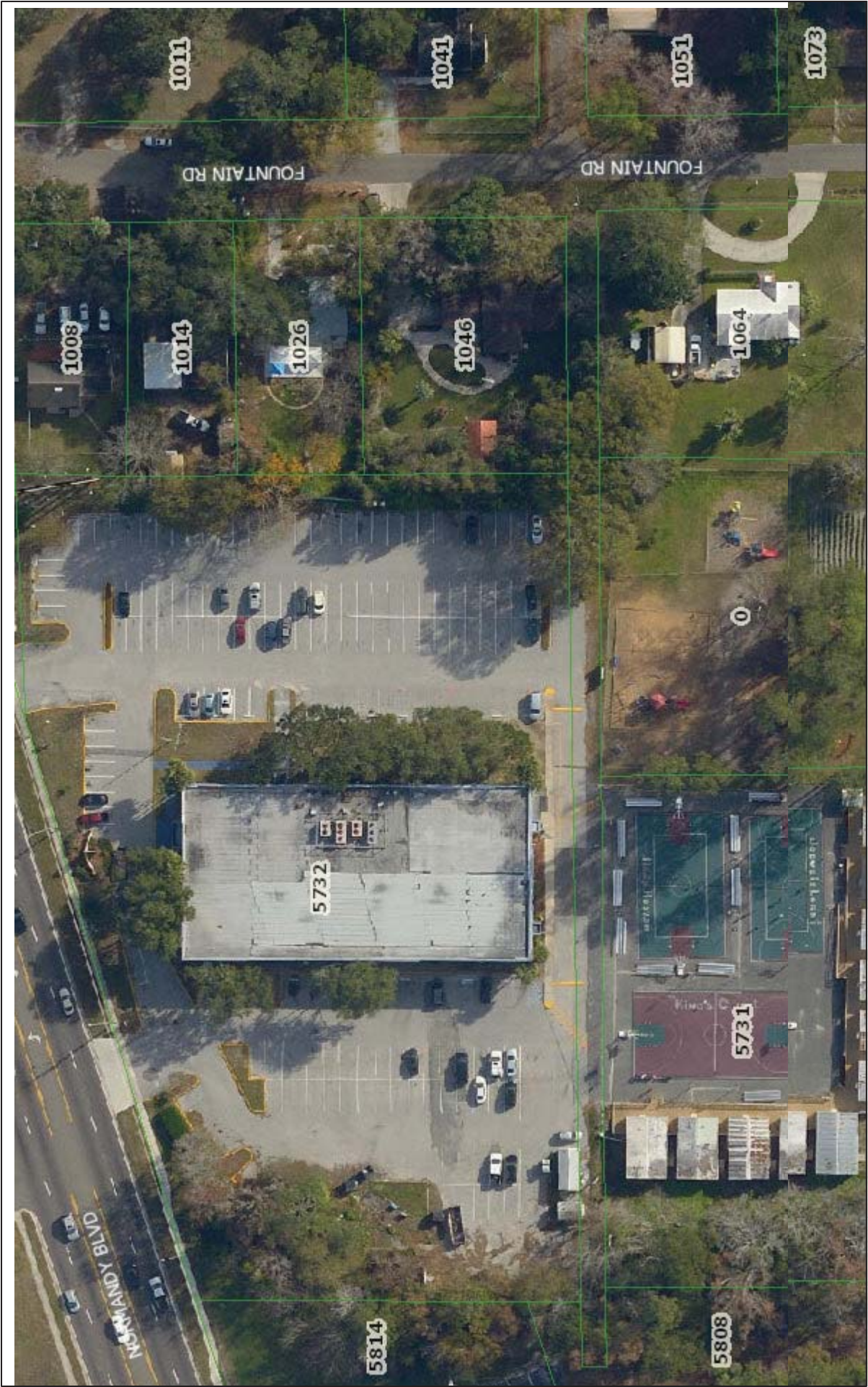
By: \_\_\_\_\_  
Office of General Counsel



**EXHIBIT A**  
**DEPICTION OF THE PREMISES**

[SEE ATTACHED.]

**5731 and 5732 Normandy Boulevard, Jacksonville, Florida 32205**  
**RE #: 067105-0020 and #059642-0000, respectively**



September 21, 2020

Exhibit 3

## EXHIBIT B

### PROGRAM

As consideration for the City's donation of funds for the resurfacing of the Sports Court, Recipient will oversee and administer a community outreach basketball program (the "**Program**"). Activities will include open play, clinics, 3-on-3 tournaments, and other special events as proposed by Recipient. Goals are to teach teamwork, sportsmanship, leadership, and social consciousness through direct interaction with Program participants.

#### Program Description:

- The Program shall allow citizens of all ages, genders, and abilities to have access to the Sports Court and shall offer a wide variety of activities.
- "Open Play" opportunities shall be offered and will include both informal and supervised games, shoot arounds, and basketball skills development. Open Play times and access are to be provided for all ages, genders and abilities.
- Recipient shall have onsite supervision for the Program, at all times, by coaches and mentors providing activities.
- The Program shall not be limited to basketball related activities.
- Specific Program schedules must be reviewed and approved by the Department Representative.
  
- **Program Hours:** 6:00 p.m. – 10:00 p.m.
- **Days/Months Offered:** Fridays year round.
- **"Open Play" Dates:** Each Friday during the Program hours stated above (with exception of clinic, tournament, or special event nights which will occur during other days/times as agreed upon between the City and Recipient). Open Play should include hours/times for various age groups.
- **Clinics:** To be offered 1 x per quarter.
- **3 on 3 Tournament:** To be offered 1 x annually (minimum).
- **Other Special Events:** As proposed by Recipient and agreed upon by the City.
- **Fees:** Open Play shall be no fee; Clinic, tournament and special event fees must be approved in advance by the Department Representative.
- **Other Programming:** Recipient and Department Representative will meet regularly to discuss additional opportunities for year-round and summer activities.

#### Reporting:

- Recipient will provide to the Department Representative:
  - A quarterly report which shall include information regarding daily Program attendance numbers (Fridays only) and special event, clinic, tournament participation numbers and proposed events and activities for next quarter(s).
  - An annual report to be submitted on or before January 31st of each year, which shall include information regarding monthly Program attendance, summaries of special events, clinics and tournaments to include participation numbers for the calendar year immediately preceding the report.

**EXHIBIT C**  
**FLEX COURT ATHLETICS ESTIMATE**

[See Attached.]

FLEX COURT Athletics  
 1248 Shappert Dr  
 Machesney Park IL 61115



Christian Academy  
 Tyrone Ferguson  
 5732 Normandy Blvd  
 Jacksonville FL 32210

Estimate # CW 0205  
 Estimate Date September 15, 2020  
**Estimate Total (USD) \$50,952.25**

Item	Description	Unit Cost	Quantity	Line Total
1010Tile	(53 x 98 ) All Weather Outdoor Game Court (Pad = 52'-10" x 98'-6") ProStep or SoftStep: 16 Color Choices Includes: Full Court Basketball Lines w/Full Court Perimeter Lines & Ramp Edges/Corners  -16 year warranty -UV protection -Made in the USA - Certified  *Does Not include concrete, asphalt or crushed stone base.	15,481.00	1	15,481.00
1010Tile	(53 x 86) All Weather Outdoor Game Court (Pad= 52'-10" x 85'-10") ProStep or SoftStep: 16 Color Choices Includes: Full Court Basketball Lines w/Full Court Perimeter Lines & Ramp Edges/Corners  -16 year warranty -UV protection -Made in the USA - Certified  *Does Not include concrete, asphalt or crushed stone base.	13,483.00	2	26,966.00
Freight	Estimated Freight - Economy (*Valid for 30 days) (2 - Separate Shipments)	4,505.25	1	4,505.25
Installation	Installation - Court Surface Only by Flex Court of Florida and installation payment made directly to Flex Court of Florida  If payment is made via Credit/Debit Card there will be an additional \$1,166.81 for the 2.29% processing fee	4,000.00  0.00	1  0	4,000.00  0.00

**Estimate Total (USD)**

**\$50,952.25**

**Terms**

Standard Payment Terms:

Courts & Shipping: 50% on order / 50% upon shipping

Installation Payment Terms:

Paid Directly to Flex Court of Florida

-All major credit cards (Processing fee 2.29%)

-Wire Transfers

-Check

\*All estimates are valid for 30 days from the date on the estimate, please contact your representative for updated pricing.

**Notes**

Ship to:

Christian Academy  
5732 Normandy Blvd  
Jacksonville, FL 32210

This estimate was sent using  FRESHBOOKS

## EXHIBIT D INDEMNIFICATION

Recipient (the “Indemnifying Party”) shall hold harmless, indemnify, and defend the City of Jacksonville and the City’s members, officers, officials, employees and agents (collectively the “Indemnified Parties”) from and against, without limitation, any and all claims, suits, actions, losses, damages, injuries, liabilities, fines, penalties, costs and expenses of whatsoever kind or nature, which may be incurred by, charged to or recovered from any of the foregoing Indemnified Parties for:

1. General Tort Liability, for any negligent act, error or omission, recklessness or intentionally wrongful conduct on the part of the Indemnifying Party that causes injury (whether mental or corporeal) to persons (including death) or damage to property, whether arising out of or incidental to the Indemnifying Party’s performance of this Agreement, operations, services or work performed hereunder; and

2. Environmental Liability, to the extent this Agreement contemplates environmental exposures, arising from or in connection with any environmental, health and safety liabilities, claims, citations, clean-up or damages whether arising out of or relating to the operation or other activities performed in connection with the Agreement; and

3. Intellectual Property Liability, to the extent this Agreement contemplates intellectual property exposures, arising directly or indirectly out of any allegation that the services to be provided pursuant to the Agreement, any product generated by the services, or any part of the services as contemplated in this Agreement, constitutes an infringement of any copyright, patent, trade secret or any other intellectual property right. If in any suit or proceeding, the services, or any product generated by the services, is held to constitute an infringement and its use is permanently enjoined, the Indemnifying Party shall immediately make every reasonable effort to secure within sixty (60) days, for the Indemnified Parties a license, authorizing the continued use of the service or product. If the Indemnifying Party fails to secure such a license for the Indemnified Parties, then the Indemnifying Party shall replace the service or product with a non-infringing service or product or modify such service or product in a way satisfactory to Indemnified Parties, so that the service or product is non-infringing.

If an Indemnifying Party exercises its obligations under this Agreement, the Indemnifying Party will (1) provide reasonable notice to the Indemnified Parties of the applicable claim or liability, and (2) allow Indemnified Parties, at their own expense, to participate in the litigation of such claim or liability to protect their interests. **The scope and terms of the indemnity obligations herein described are separate and apart from, and shall not be limited by any insurance provided pursuant to the Agreement or otherwise. Such terms of indemnity shall survive the expiration or termination of the Agreement.**

In the event that any portion of the scope or terms of this indemnity is in derogation of Section 725.06 or 725.08 of the Florida Statutes, all other terms of this indemnity shall remain in full force and effect. Further, any term which offends Section 725.06 or 725.08 of the Florida Statutes will be modified to comply with said statutes.

**EXHIBIT E**  
**INSURANCE REQUIREMENTS**

Without limiting its liability under this Agreement, Recipient shall at all times during the term of this Agreement procure prior to commencement of work and maintain at its sole expense during the life of this Agreement (and Recipient shall require its, subcontractors, laborers, materialmen and suppliers to provide, as applicable), insurance of the types and limits not less than amounts stated below:

**Insurance Coverages**

<b>Commercial General Liability</b>	\$2,000,000	General Aggregate
	\$2,000,000	Products & Comp. Ops. Agg.
	\$1,000,000	Personal/Advertising Injury
	\$1,000,000	Each Occurrence
	\$ 50,000	Fire Damage
	\$ 5,000	Medical Expenses

**Additional Insurance Provisions**

- A. **Additional Insured.** All insurance shall be endorsed to name the City of Jacksonville and City’s members, officials, officers, employees and agents as Additional Insured. Additional Insured for General Liability shall be in a form no more restrictive than CG2010 and CG2037.
- B. **Waiver of Subrogation.** All required insurance policies shall be endorsed to provide for a waiver of underwriter’s rights of subrogation in favor of the City of Jacksonville and its members, officials, officers employees and agents.
- C. **Carrier Qualifications.** The above insurance shall be written by an insurer holding a current certificate of authority pursuant to Chapter 624, Florida Statutes, or a company that is declared as an approved Surplus Lines carrier under Chapter 626, Florida Statutes. Such insurance shall be written by an insurer with an A.M. Best Rating of A- VII or better.
- D. **Recipient’s Insurance Primary.** The insurance provided by Recipient shall apply on a primary basis to, and shall not require contribution from, any other insurance or self-insurance maintained by the City or any City members, officials, officers, employees and agents.
- E. **Certificates of Insurance.** Recipient shall deliver to the City certificates of insurance that show the corresponding City Contract or Bid Number in the description, Additional Insureds, Waivers of Subrogation and Primary & Non-Contributory statement as provided below. The certificates of insurance shall be mailed to the City of Jacksonville (Attention: Chief of Risk Management), 117 W. Duval Street, Suite 335, Jacksonville, Florida 32202.
- F. **Deductible or Self-Insured Retention Provisions.** All deductibles and self-insured retentions associated with coverages required for compliance with this Agreement shall remain the sole and exclusive responsibility of the named insured Recipient. Under no circumstances will the City of Jacksonville or its members, officers, directors, employees, representatives, and agents be responsible for paying any deductible or self-insured retentions related to this Agreement.



- G. Recipient's Insurance Additional Remedy. Compliance with the insurance requirements of this Agreement shall not limit the liability of Recipient or its contractors, subcontractors, employees or agents to the City or others. Any remedy provided to the City or the City's members, officials, officers, employees or agents shall be in addition to and not in lieu of any other remedy available under this Agreement or otherwise.
- H. Waiver/Estoppel. Neither approval by City nor failure to disapprove the insurance furnished by Recipient shall relieve Recipient of Recipient's full responsibility to provide insurance as required under this Agreement.
- I. Notice. Recipient shall provide an endorsement issued by the insurer to provide the City thirty (30) days' prior written notice of any change in the above insurance coverage limits or cancellation, including expiration or non-renewal. If such endorsement is not provided, Recipient, as applicable, shall provide said thirty (30) days' written notice of any change in the above coverages or limits, coverage being suspended, voided, cancelled, including expiration or non-renewal.
- J. Survival. Anything to the contrary notwithstanding, the liabilities of Recipient under this Agreement shall survive and not be terminated, reduced or otherwise limited by any expiration or termination of insurance coverage.
- K. Additional Insurance. Depending upon the nature of any aspect of any project and its accompanying exposures and liabilities, the City may reasonably require additional insurance coverages in amounts responsive to those liabilities, which may or may not require that the City also be named as an additional insured.